

LEASE INDEX

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EXHIBITS:

- Exhibit A – Floor Plan/Construction Plan/Building Standard Interiors
- Exhibit B - Rules & Regulations

LEASE AGREEMENT

1. **PARTIES:** THIS LEASE is made this 1st day of September, 2014 between **TMSA ALTIS 5040 LLC** as landlord ("Landlord"), and **South Florida Workforce Investment Board d/b/a/ CareerSource South Florida** as tenant ("Tenant").

2. **DEMISED PREMISES:** Subject to the terms and provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, those certain premises (the "Premises") identified as Suite No. **200** (containing a Net Rentable Area of 8,339.44 square feet) plus common area for a total Gross Leasable Area of approximately **9,842** square feet located on the 2nd floor of the building known as the "50Forty on 7th Building" located at 5040 NW 7th Street, Miami, Florida 33126 (the "Building"). The exact location and dimensions of the Premises within the Building are more particularly shown on the floor plans initialed by the parties, attached to this Lease as Exhibit "A", and hereby made a part hereof. The term "Gross Rentable Area" as used herein shall refer to the area included within the Premises plus the Tenant's agreed share of common areas which is approximately 18%. Such common areas include, but are not limited to, elevator foyers, corridors, restrooms, mechanical rooms and other facilities in the building.

The Landlord shall provide Tenant with "Temporary Premises" consisting of approximately 6,504 square feet on the fifth (5th) floor, and Suite 500 on the third (3rd) floor of consisting approximately 6,500 square feet for Tenant's intended Use from the lease commencement date as stated below until the date the Premises is ready for occupancy, approximately eight (8) months. The Temporary Premises shall be delivered to Tenant, thoroughly cleaned, finished floors cleaned or polished, interior walls cleaned or repainted as needed (only touch-up paint), ceiling tiles replaced as needed, all systems within the Premises such as, HVAC, fire sprinklers, electrical (including light fixtures, light bulbs and outlets), and plumbing to be in good working order. The rent with respect to the Temporary Premises will be based on 9,842 square feet as opposed to the actual square footage of 13,004 square feet.

Tenant will be allowed access to the Temporary Premises and Premises ten (10) days prior to the lease commencement date as further described below for the installation of the telephone and computer service and equipment.

3. **USE:** The Premises shall be used for the purpose of Tenant's business, which includes, but is not limited to, employment placement, general office use, general office storage, general administrative functions, conference facilities, education training/classrooms incidental to such use and for no other business or purpose whatsoever without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall exercise reasonable care in the use of the Premises and all other portions of the Building. Tenant's use shall be further subject to the provisions of Paragraph 10 below. The use and occupation by the Tenant of the Leased Premises shall, include the right to the non-exclusive use, in common with others and without additional charge therefor, of such, truck and service courts, walks and other facilities designated for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord.

4. **TERM:** The term of this Lease shall be for **five (5)** years commencing on **October 1st, 2014** ("Commencement Date") and ending on **September 30th, 2019**, unless terminated sooner as provided herein.

Provided Tenant is not in default under this Lease, Landlord hereby gives and grants to Tenant the right, privilege and option of extending the Term of the Lease for an additional five (5) years. The extended Term will commence from the date of the expiration of the initial Term. In order to exercise its option to extend the Term of this Lease, Tenant shall give written notice to Landlord of such exercise not less than six (6) months prior to the expiration of the initial Term. All of the terms, covenants and conditions of this Lease will apply during the extended Term. The renewal term rate shall be the same rent Tenant is then paying consistently escalating three percent (3%) per annum.

5. **RENT:** Tenant agrees to pay to Landlord the total "Base Rent" for the Term of this Lease of: **\$1,260,376.89** payable in advance in monthly installments for each and every calendar month of the Term of this Lease, at 175 SW 7th Street Suite 1106, Miami, Florida 33130, or elsewhere as designated from time to time by Landlord's written notice to Tenant. Tenant shall be entitled to two (2) months free base rent (\$29,526) in the 1st year of the lease from the date

Tenant
Landlord
Landlord

Tenant occupies the Temporary Premises on October 1, 2014. Base Rent is payable in equal monthly installments, payable without demand, as specified above and below on the first day of each and every calendar month hereafter ensuing, the first of which shall be due and payable on **December 1st, 2014 subject to any prepaid rent as described hereinafter**. If Tenant's occupancy of the Premises commences on any day prior to the Lease Commencement Date, Tenant shall pay Landlord rent as provided for herein for such early occupancy on a pro-rata basis (such proration to be based on the actual number of days in the early occupancy month), and the first month's Base Rent (\$14,763.00) paid by Tenant, if any, upon execution of this Lease shall apply and be credited to the rent due for the first month of the Term. Rent for any partial month of occupancy at the end of the Term of this Lease will be pro-rated, such pro-ration to be based on the actual number of days in the partial month.

In addition to Base Rent, per the base rent schedule below, Tenant shall pay Landlord equal monthly installments in the amount of \$1,025.21 for the use of the 2nd floor parking deck, beginning on October 1, 2015.

(a)

BASE RENT SCHEDULE				
Date	Square	Rate	Monthly	Annual
10/1/2014-5/31/2015*	9,842	\$18.00	\$14,763.00	\$118,104.00
6/1/2015-9/30/2015	9,842	\$25.00	\$20,504.17	\$82,016.67
10/1/2015-9/30/2016	9,842	\$25.75	\$21,119.29	\$253,431.50
10/1/2016-9/30/2017	9,842	\$26.52	\$21,750.82	\$261,009.84
10/1/2017-9/30/2018	9,842	\$27.32	\$22,406.95	\$268,883.44
10/1/2018-9/30/2019	9,842	\$28.14	\$23,077.62	\$276,931.44
TOTAL				\$1,260,376.89**

*Year one rent with respect to the temporary premises is based on 9,842 SF rather than the actual number of SF in the temporary premises (13,004) for eight (8) months at \$18.00 PSF. In the event Landlord is not able to deliver the premises by June 1, 2014, the \$18.00 PSF rent will continue until Landlord delivers the Premises for up to two (2) additional months. In no event will the \$18.00 PSF Rent continue beyond July 31, 2015.

**Tenant is tax exempt and therefore shall not pay Florida sales tax on rent or additional rent

The above base rent schedule includes real estate property taxes, property insurance, maintenance, utilities and janitorial services, subject to Section 6 below.

(b) In addition to Base Rent and any Additional Rent (as defined in section 6) that may be due by reason of other articles in this Lease, nothing herein shall require Tenant to pay any part of any federal and/or state taxes on income imposed upon Landlord, unless Tenant loses or for whatever reason does not have tax exempt status.

(c) Except for the sum or sums to be paid by Tenant to Landlord under Articles or Paragraphs 13, 35, and 46, any and all sums other than Base Rent that may become due by Tenant to Landlord under this Lease, shall be deemed "Additional Rent" under the provisions of this Lease and all remedies provided in this Lease and by law for non-payment of rent shall apply to non-payment of Additional Rent, including but not limited to Landlord's lien for rent. Unless otherwise provided in this Lease, all Additional Rent or other sums becoming due to Landlord shall be due and payable on the first day of the calendar month next following the incurring of same. As used in this Lease, the terms "rent" and "rents" shall include Base Rent and Additional Rent and other sums.

6. **ADDITIONAL RENT:** Beginning in 2016, Tenant agrees to pay, as additional rent, its pro rata share of any increases in each calendar year's Operating Expenses for the then-current Lease Year over the Operating Expenses incurred during the calendar year. Tenant's pro rata share is equal to **11.88%**, subject to increase based on any changes to the square footage of the Building or the Premises. Tenant's pro rata share shall not increase within the initial Lease term. The base year shall be 2015 and Operating Expenses are estimated at \$9.30 per square foot for year 2014, but the actual amount may vary based on actual expenses incurred by Landlord. If the Building is not fully occupied during

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any calendar year, Operating Expenses shall be determined as if the Building had been fully occupied during such calendar year.

The term "Operating Expenses" as used herein shall mean all expenses, costs and disbursements of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership, maintenance and/or operation of the Building, computed on the accrual basis, but shall not include new capital improvements. By way of explanation and clarification, these Operating Expenses shall include, without limitation, the following:

- (a) Undiscounted ad valorem real estate and personal property taxes and special assessments, if any, assessed on the real estate (including land and improvements) of which the Premises is a part and the tangible personal property maintained on the Premises and used in its operation ("taxes");
- (b) All supplies and materials used in operation and maintenance of the Building.
- (c) The cost of utility service as billed by the utility company furnishing such service including water, sewer, electricity, gas and fuel used by the Building and not charged directly to another tenant ("electricity");
- (d) Cost of customary building management, janitorial services, trash and garbage removal, guard service, painting, window cleaning, landscaping and gardening, servicing and maintenance of all systems and equipment, including but not limited to, elevators, plumbing heating, air conditioning, ventilating, lighting, electrical, security and fire alarms, fire pumps, fire extinguishers and hose repair, cabinets, mail chutes and staging and damage caused by fire or other casualty not otherwise recovered including the deductibles applicable to any insurance policies.
- (e) The premiums for all hazard and liability insurance and fidelity bonds, from time to time carried and maintained by Landlord covering the property of which the Premises is a part of or any phase of its operation ("insurance").
- (f) The amortized cost of any capital improvement which reduces the Operating Expenses.

At the end of each lease year, Landlord shall calculate any additional rent due from Tenant hereunder and will furnish to Tenant a statement reflecting such calculation and the additional rent shall be paid by Tenant within thirty (30) days of the mailing or delivery of such statement to Tenant. Tenant shall have the right to audit the Landlord's books and records regarding the Operating Expenses. If the term of Tenant's lease shall commence or terminate other than on January 1st and December 31st, respectively, then said additional rent provided to be paid by Tenant shall be appropriately prorated for the years of commencement and termination. If at the time of termination of the term of this Lease the actual amounts required for the calculation of additional rent shall not be available, Landlord shall estimate the amount due from the Tenant and same shall be paid by Tenant promptly upon the submission of a statement therefor and proper adjustment shall be made between the parties upon final calculation when the actual amounts are available. Landlord may estimate each year's anticipated tax, electricity and insurance costs and include in the monthly statement for Tenant's rent one-twelfth (1/12th) of Tenant's pro-rata share of such costs as additional rent which shall be payable in the time and manner provided for the payment of monthly rent and upon final calculation based on final actual figures proper adjustment shall be made promptly between the parties. Landlord may revise such estimates from time to time as actual expenditures or costs incurred may indicate. Tenant's obligation to pay increases in Controllable Operating Expenses shall be capped at five percent (5%) of the previous year's Controllable Operating Expenses on a non-cumulative, non-compounded basis over actual expenses. Controllable Operating Expenses shall be defined as all Operating Expenses excluding real estate taxes, utilities and insurance.

7. SECURITY DEPOSIT: Tenant has paid to the Landlord two (2) months' rent or **\$29,526.00** as security deposit to be held by the Landlord without interest for the full and faithful performance by Tenant of the terms and conditions of this Lease, which deposit may not be commingled with Landlord's other funds. Landlord may utilize such part of the

Tenant *[Signature]*
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Landlord *[Signature]*

security deposit as is necessary to cure any default of Tenant under the lease, and in such event Tenant shall immediately replace such portions as may be reasonably expended by Landlord and restore such security deposit to the full amount specified herein. Upon the expiration of this Lease (except by default of Tenant) and delivery of the Premises to Landlord in their original condition, ordinary wear and tear excepted, the security deposit shall be returned to Tenant within two (2) weeks after expiration of this Lease, provided there exists no default under the Lease and that Tenant has completely vacated the Premises. Upon any conveyance of the Building by Landlord to a successor in title, the successor shall become liable to Tenant for the return of the security deposit and the conveying party released for same. Landlord shall not be required to hold the security deposit in any special account for the benefit of the Tenant nor to pay any interest thereon.

8. DELIVERY OF POSSESSION: Landlord agrees that Landlord shall prepare at Landlord's sole expense the Premises for occupancy with due diligence and, in accordance with the drawings submitted by Landlord's architect. Completion of the build out within the Premises is solely the responsibility of the Landlord and shall be completed within ten (10) months from the date the Parties execute the Lease (provided that Tenant responds within five (5) business days of any request for input relative to space planning, layout, design and any preconstruction issues) and no abatement or offset against the Base Rent shall be made for any reason whatsoever should the Landlord complete the build out within ten (10) months as stated herein. Landlord shall engage the contractors of its choice to perform the desired build out provided: a) Landlord submits the building permit drawings to Tenant and Tenant provides approval of said drawings within five (5) business days of receipt; b) each contractor has provided evidence of adequate insurance and worker's compensation coverage in Landlord's reasonable discretion. In no event shall Landlord be liable to Tenant for any damages whatsoever with respect to completion of the Premises. Further, should Tenant enter to make installations prior to the commencement date, insurance will be provided as described in Paragraph 18 below.

9. USES PROHIBITED: Tenant shall not do or permit anything to be done in or about the Premises, not bring nor keep anything therein which will in any way affect the fire or other insurance upon the Building, or any of its contents, which shall in any way conflict with any certificate of occupancy for the Premises or any applicable law, ordinance, rule or regulation, including without limitation, environmental laws, which are now, or may hereafter be, enacted or promulgated by any public authority. Tenant shall not obstruct or interfere with the rights of other tenants of the Building, or injure or annoy them. Tenant shall not use, or allow the Premises to be used, for any improper, immoral or objectionable purpose, or for sleeping purposes, washing of clothes, or cooking, and nothing shall be prepared, manufactured or mixed in the Premises which might emit an odor and/or fumes of any type into any part of the Building.

10. RULES AND REGULATIONS: The rules and regulations attached to this Lease (Exhibit "B"), as well as such rules and regulations as may be hereafter reasonably adopted by Landlord for the safety, care and cleanliness of the Building and the preservation of good order therein and for the most efficient and advantageous use by all tenants, agents, employees, invitee and visitors of the automobile parking spaces provided by Landlord, are expressly made a part of this Lease and Tenant agrees to comply with such rules and regulations. No rules and regulations shall be inconsistent with the reasonable use of the Premises by Tenant, its agents, employees, invitee and visitors for the purposes permitted by this Lease.

11. ASSIGNMENT AND SUBLETTING: Tenant will not assign, mortgage, pledge, or hypothecate this Lease, or any interest therein, nor shall Tenant permit the use of the Premises by an person or persons other than Tenant, nor shall Tenant sublet the Premises, or any part thereof, without the written consent of Landlord, which, consistent with the provisions of this paragraph 11, shall not be unreasonably withheld. Consent to any such assignment or subletting shall not operate to release tenant from its obligations hereunder, nor operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant. In the event Tenant desires to sublease the Premises, or assign this Lease, Tenant shall submit to Landlord the name of the proposed sub-tenant or assignee, along with sufficient background and credit information to enable Landlord to determine the qualifications of the proposed sub-tenant or assignee.

Landlord shall notify Tenant of the acceptance or rejection of the proposed sub-tenant or assignee within ten (10) days following the receipt by Landlord of the aforesaid information. In the event Landlord rejects the proposed sub-tenant or assignee, Landlord shall state the reasons for such rejection and the burden of overcoming the reasons for the rejection

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shall be that of the Tenant or proposed sub-tenant or assignee.

Notwithstanding anything contained herein to the contrary, the acceptance by Landlord of any prospective sub-tenant or assignee is contingent upon both Tenant and prospective sub-tenant or assigned executing an affidavit attaching a true and complete copy of the sublease or assignment and stating all terms of the sublease or assignment including all consideration paid or to be paid under the sublease or assignment. Landlord will not have any recapture or profit-sharing rights relative to subletting or assignment by Tenant, and will not have the right to approve the terms or form of any proposed transaction.

Tenant shall have the right to sublease or assign, without Landlord's approval, to any affiliate or to any person succeeding to the business conducted at the Premises.

12. MAINTENANCE OF DEMISED PREMISES: Tenant shall not commit nor allow any waste or damage to be committed on any portion of the Premises. Tenant shall, at its own cost and expense, make any repairs or replacements to the Premises required by acts of waste or damage, of Tenant or Tenant's agents, employees, invitee, or visitors. If Tenant fails to make such repairs or replacements within thirty (30) days, Landlord may, but shall not be obligated to, make such repairs or replacements and Tenant shall repay the cost thereof as additional rent to Landlord upon demand..

Landlord, during the Initial Lease Term and any renewal periods thereof, shall be responsible at its sole cost and expense for all maintenance and repairs required to maintain the Property's roof, exterior walls, sidewalks, driveways, parking areas, landscaping, repairs made to be in compliance with all applicable laws and code requirements, repairs necessary to correct code violations or to correct defective equipment and repairs caused by windstorm damage. Landlord shall also be responsible for repairing and servicing all plumbing and electrical systems (except electrical having to do with furniture systems' furniture) within the Premises.

13. ALTERATIONS, ADDITIONS OR IMPROVEMENTS. Tenant will not make nor allow to be made any alterations or physical additions in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Unless otherwise provided by written agreement, all such consented alterations, additions or improvements, except those items installed by the Tenant without damaging the Premises, shall be done either by, or under the direction of, Landlord, but at the sole cost of Tenant, and shall become the property of Landlord and shall remain upon and be surrendered with the Premises. All trade fixtures and equipment installed by Tenant in the Premises shall be in good condition and shall remain the property of Tenant. The Tenant will not install or maintain any electrically operated equipment or other machinery or equipment except light office machines normally used in the operations and uses of the Premises permitted under this Lease such as printers, copy machines, postage machines, etc., ~~without first obtaining the Landlord's written consent, which may be conditioned upon Tenant's payment of additional rent as compensation for excess consumption of water and/or electricity occasioned by the operation of said equipment or machinery.~~ Tenant covenants to have clients, vendors and employees use the entry to Unit 200 located on the eastern side of the Building. Landlord covenants to construct or have installed a handicap access ramp for access from the parking area to this eastern entrance prior to Tenant's initial occupancy of the Premises.

14. DESTRUCTION OF PREMISES: If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged thereby that they are not tenantable and cannot be rendered tenantable within a reasonable time, considering the extent of the destruction or damage, from the date of such destruction or damage, this Lease may be terminated by Landlord or Tenant by written notice given by the terminating party to the other within thirty (30) days after the event causing such condition and rent shall cease as of the date of such event. In the event that the Premises shall be destroyed or so damaged as to not be tenantable and should this Lease not be terminated in the manner herein before provided, then rent shall abate from the period of such event until the Premises are deemed tenantable, provided such damage or destruction is not caused by the Tenant, its agents, employees or invitee.. In case the damage or destruction is not such as to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent herein reserved corresponding to the time during which, and applicable to the portion of the Premises of which, Tenant shall be deprived of possession, provided such damage or destruction is not caused by Tenant, its agents, employees or invitee.

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15. ENTRY AND INSPECTION: Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times with prior notice for the purpose of inspecting the same, or for the purpose of protecting Landlord's reversions, or to make alterations, additions, or repairs required of Landlord under the terms of this Lease or repairs to any adjoining space or utility services, or make repairs, alterations, or additions to any other portion of the Building, or for maintaining any service provided by Landlord to tenants in the Building. Any such repairs shall be done in a commercially reasonable manner so as to not obstruct ingress and egress nor disrupt Tenant's operations. Landlord reserves the right and Tenant hereby consents to allow Landlord access to and from the corridor through Tenant's leased Premises by way of the ceiling with prior notice. Tenant will permit Landlord at any time within thirty (30) days prior to the expiration of this Lease to bring prospective tenants upon the Premises for purposes of inspection or display.

16. HOLD HARMLESS: The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Landlord expressly understands and agrees that any insurance policies required by the Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

Term of Indemnification: The provisions of this indemnification shall survive the expiration of the Lease and shall terminate upon the expiration of the applicable statute of limitation.

17. INSURANCE: Tenant will acquire at its own costs and expense (with coverage to commence at the time Tenant enters the Premises to make installations, etc., or at the commencement of the term of this Lease, whichever occurs earlier), and will maintain in force continuously throughout the term of this Lease (a) Comprehensive General Public Liability Insurance, on an occurrence basis with minimum limits of liability in an amount of One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to any one person and One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to more than one person, and One Hundred Thousand (\$100,000.00) Dollars for property damage, and (b) Fire Insurance, Extended Coverage, Vandalism, Malicious Mischief, and Special Extended Coverage as protection against loss or damage by fire or windstorm in an amount adequate to cover the cost of replacement of all decorations and improvements to, and replacement of all fixtures, outside plate glass, and contents of, the Premises.

Tenant shall forthwith furnish Landlord a certificate by the Insurer that such insurance is in force and naming Landlord (and Landlord's mortgagees, if any) as an additional named insured. In the event Tenant fails to obtain and maintain the

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insurance required hereunder, Landlord may, at its option, obtain same and any costs incurred by landlord in connection therewith shall be deemed additional rent to be paid by Tenant and payable as such upon demand, together with interest thereon at the highest rate permitted by applicable law from the date of advancement to repayment by Tenant.

Any insurance procured by Tenant as herein required shall be issued by a company licensed to do business in the State of Florida and reasonably acceptable to Landlord and shall contain endorsements that(a) such insurance may not be canceled or amended with respect to Landlord without thirty (30) days advance written notice by certified mail to Landlord by the insurance company; (b) Tenant shall be solely responsible for payment of premiums and Landlord shall not be required to pay any premiums for such insurance; (3) in the event of payment of any loss covered by such policy, Landlord shall be paid first by the insurance company for its loss; and (d) shall contain an express waiver of any right of subrogation by the insurance company against Landlord.

18. SERVICE: Landlord agrees to furnish the Premises, subject to the regulations of the Building, and subject to the availability of utility services from the public utility companies and authorities furnishing the requisite utility services to the Building, with (a) heated and refrigerated air conditioning from 7:30 a.m. to 7:00 p.m. weekdays (excluding generally recognized holidays) and 8:00 am to 1:00 pm on Saturdays, at such temperatures and in such amounts as may reasonably be required; (b) elevator service; (c) water for domestic consumption; (d) sewage service; (e) sufficient electricity for normal and customary usage for the purposes for which the Premises are leased as determined by Landlord; (f) janitorial service; and (g) exterminating service. All of the aforesaid shall be furnished by Landlord at no additional cost to Tenant (in excess of Tenant's share of Operating Expenses) in a manner and to the extent deemed by Landlord to be reasonable for an office building. In the event Tenant wishes air-conditioning or heat during periods other than the above specific hours, or electricity in amounts of excess of those specified above, Tenant shall request same and Landlord may, at its option, provide such service; provided however, Tenant shall be responsible for the reasonable cost thereof, as specified by Landlord and shall pay same within thirty (30) days following request for payment by Landlord, without set-off or defense. The Tenant shall pay \$50 per hour or portion of an hour for each hour for air conditioning or heating service outside of the above described hours (no partial hours). Landlord shall also maintain all public and special service areas in a like manner. Landlord shall not be liable to Tenant for any interruption in the service of any utility as referenced above, including elevator service and air conditioning. It is understood that Landlord does not guarantee uninterrupted utility services to the Premises and Tenant assumes the risk of any interruption of utility services caused by a failure or interruption of utility service from the utility company or authority providing that service. No interruption or failure of said services shall relieve Tenant from the obligation to pay the full amount of the rent herein reserved, unless electric service should remain disrupted for a period of longer than one (1) week. Tenant's rent shall be pro-rated accordingly. Extended or continued failure of services that unreasonably disrupts Tenant's business may constitute a constructive or other eviction of Tenant. Tenant will have access to the Building and Premises twenty four (24) hours per day, each day of the year.

19. NOTICES: All notices required or permitted to be given under the terms and provisions of this Lease by either party to the other shall be given in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, and postage prepaid, sent to Landlord at the address stated in paragraph 5 hereof and to Tenant at:

Jocelyne Nguema
Facilities Administrator
CareerSource South Florida
7300 Corporate Center Drive Suite 500
Miami, FL 33126

Notice given by personal delivery shall be effective as of the date of delivery and notice mailed shall be effective as of the third day (not a Saturday, Sunday or legal holiday) next following the date of mailing.

20. DEFAULT AND RE-ENTRY: Tenant covenants and agrees that any of the following events shall be a default under this Lease; (i) if any financial report or statement, certificate, statement, representation or warranty at any time furnished or made by or on behalf of Tenant or any guarantor of any of Tenant's obligations hereunder, including, without limitation, any representation or warranty made by Tenant herein, proves to have been false or misleading in

Tenant 
Landlord 
Landlord 

any material respect at the time the facts therein set forth were stated or certified, or any such financial report or statement has omitted any material contingent or uncured liquidated liability or claim against Tenant or any such guarantor; or (ii) if Tenant or any guarantor of any of Tenant's obligations hereunder shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder or under any guaranty agreement; or (iii) if Tenant or any guarantor of Tenant's obligations hereunder shall be in breach of or in default in the payment and performance of any obligation owing to Landlord, related to this Lease and arising, whether by operation or law or otherwise, present or future, contracted for or acquired, and whether joint, several, absolute, contingent, secured, unsecured, matured or not matured; or (iv) if Tenant or any guarantor of any of Tenant's obligations hereunder shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due or admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), be adjudicated an insolvent, file a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law, rule or regulation, or file an answer admitting the material allegations of a petition filed against it in any such proceeding, consent to the filing of such a petition or acquiesce in the appointment of a trustee, receiver, custodian or other similar official for it or of all or any substantial part of its assets or properties, or take any action looking to its dissolution or liquidation; or (v) if an order for relief against Tenant or any guarantor of any of Tenant's obligations hereunder shall have been entered under any chapter of the Bankruptcy Code, or a decree or order by a court having jurisdiction over the Premises shall have been entered approving as properly filed a petition seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Tenant or any guarantor of any of Tenant's obligations hereunder under any present or future statute, law, rule, or regulation, or within thirty (30) days after the appointment without Tenant's or such guarantor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for it or such guarantor or of all or any substantial part of its or such guarantor's assets and properties, such appointment is not vacated; or (vi) if Tenant shall abandon or vacate the Premises, or if tenant shall fail to use the property for the purposes outlined in Paragraph 3 for a continuous period of sixty (60) calendar days and discontinue the payment of rent. In the event of any of the foregoing defaults are not cured within the Grace Period set forth below, as applicable Landlord may, at its option, subject to the provisions of paragraph 22 of this Lease:

- (a) re-take and recover possession of the Premises and terminate this Lease, and retain Tenant's security deposit as liquidated damages. The parties agree in the event a default by Tenant, Landlord's damages would be difficult to determine and this option of Landlord for liquidated damages is fair and not in the nature of a penalty.
- (b) re-take and recover possession of the Premises, without terminating this Lease, in which event Landlord will use commercially reasonable efforts to promptly re-rent the Premises as agent for and for the account of Tenant and recover from Tenant the difference between the rental herein specified and the rent provided in such good faith re-rental in addition to leasing commissions associated therewith. re-take and recover possession of the Premises, accelerate and collect all rentals due hereunder for the balance of the term of this Lease.
- (c) declare all installments of rent hereof due and payable at once at time of default.
- (d) take such other action as may be permitted under applicable law.

All of the foregoing remedies shall be cumulative and election by Landlord in Landlord's sole discretion to take any one remedy shall not preclude Landlord from taking any other remedy.

21. GRACE PERIOD: Before Landlord takes any action against Tenant under this Lease as the result of any claimed default other than for the non-payment of rent, or additional rent, Landlord shall give Tenant twenty (20) days advance notice specifically setting forth the claimed default, and Landlord shall not have the right to declare this Lease terminated if within twenty (20) days after the effective date of such notice Tenant shall have undertaken to cure and correct claimed default or defaults and shall thereafter proceed with diligence in the curing and correction of such default or defaults.

Tenant
Landlord
Landlord



There shall be a grace period of five (5) days for the payment of rent, additional rent or other charges accruing under this Lease.

22. ATTORNEY'S FEES AND COSTS: In the event of any litigation arising out of the enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

23. NON-WAIVER OF BREACH: Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given him on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease and neither shall be the presentation of any rent in the form of a check marked by Tenant to constitute a waiver constitute same unless Landlord acknowledges same by separate written instrument. No surrender of the Premises for the remainder of the term hereof shall operate to release Tenant from liability hereunder.

24. SUBORDINATION BY TENANT: This Lease, and Tenant's rights hereunder, are hereby made expressly subject and subordinate at all times to any and all mortgages, ground or underlying leases affecting the Premises which have been executed and delivered by Landlord, or its successors or assigns, or are hereafter created and any and all extensions and renewals thereof and substitutions therefor and modifications and amendments thereof, and to any and all advances made or to be made under or upon said mortgages, ground or underlying leases. Tenant agrees to execute any instrument or instruments, which the Landlord may deem necessary or desirable to further evidence the subordination of this Lease to any or all such mortgages, ground or underlying leases.

25. TIME: It is understood and agreed between the parties that time is of the essence of this Lease, and to all of the terms, conditions and provisions contained herein.

26. TRANSFERABILITY: Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder and in the Building and property referred to herein, and upon an assignment of this Lease and/or sale of the Building, the Landlord named herein shall no longer be liable to Tenant for any obligations hereunder, but instead, Landlord's successor in interest shall become the new Landlord hereunder, and subject to the provisions hereof.

27. AMENDMENT OF LEASE: ~~This Lease may not be altered, changed or amended, except by an instrument in writing, signed by the Landlord and Tenant. This Lease contains the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings except as specifically set forth herein.~~

28. CONDEMNATION: In the event the whole or any part of the Building other than a part not interfering with the maintenance or operation thereof shall be taken or condemned for any public or quasi- public use or purpose, the Landlord may at its option terminate this Lease from the time title to or right to possession of the Building or part thereof shall vest in or be taken for such public or quasi-public use or purpose. Tenant shall not be entitled to receive any portion of any award made or paid to Landlord representing the property of Landlord taken or damaged and Tenant hereby expressly waives and relinquishes any right or claim to any portion of any such award regardless of whether any such award includes any value attributable to Tenant's leasehold estate. However, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such special and separate damages as may be recoverable by Tenant independent of and without diminution of Landlords' recovery.

29. SURRENDER OF DEMISED PREMISES: At the expiration or termination of the tenancy, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures and any alterations or improvements, subject to the provisions of Article 13 and Article 14, before surrendering the Premises, and shall repair,

Tenant
Landlord
Landlord



at its own expense, any damage to the Premises caused thereby. Tenant's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Tenant shall have the right to extend for thirty (30) calendar days past expiration or termination its performance of this covenant, provided that Tenant pays Holdover Rent to Landlord in advance.

30. HOLDING OVER: In case of holding over by Tenant after expiration or termination of this Lease, Tenant will pay as liquidated damages during such holdover period at a rate equal to one hundred and fifty percent (150%) of the monthly rent installment for the last month in the term of this Lease for each month in the holdover period during the entire holdover period and all duties and obligations of Tenant hereunder shall remain in effect ("Holdover Rent"). No holding over by Tenant after the term of this Lease shall operate to extend the term of the Lease, except that any holding over with the consent of Landlord in writing shall thereafter constitute this Lease as a month to month tenancy.

31. CONSTRUCTION: The parties hereto intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there is more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the premises or confer rights of occupancy upon anyone other than Tenant. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

32. QUIET ENJOYMENT: Tenant shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Tenant pays the rental herein reserved and performs all the covenants and agreements herein contained.

33. SUBORDINATION AND ATTORNMENT: In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or lease made by Landlord encumbering the Premises and/or the Building, Landlord shall be released from all liability hereunder and Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

34. ESTOPPEL CERTIFICATE: Within ten (10) days after request therefore by Landlord, Tenant shall deliver to Landlord in a form satisfactory to Landlord, a certificate certifying (i) the good standing and absence of default under this Lease, (ii) the absence of or set-offs to charges hereunder, (iii) the validity and completeness of a copy of this Lease and all amendments, to be attached to the certificate, (iv) the amount of pre-paid rent; (v) the amount of security deposit, (vi) the commencement and expiration dates hereof, (vii) the dates and amounts of the last made and next due rental installments, and such other reasonable matters as Landlord shall request.

35. COMPLETION OF IMPROVEMENTS: Any improvements within the Premises prior to the lease commencement date shall be at the expense of Landlord and shall be made "turn-key", including but not limited to, architectural, engineering and permitting, per the attached mutually agreed upon and approved Construction Plan May 12, 2014 attached and made a part hereof as Exhibit A-1 and Building Standard Interiors specifications attached and made a part hereof as Exhibit A-2).

Landlord's improvements shall exclude the following:

1. All system's furniture – cubicles, work stations, conference room furniture, tables, chairs, etc.
2. Electrical work related to the systems' furniture. Landlord shall leave junction boxes and/or power poles where necessary. Tenant will be responsible for running power to the work stations from that point on.
3. All information technology cabling and hardware systems of any kind.
4. Telephone/data cabling, hardware, systems, etc. Landlord will leave empty conduits where appropriate.

Tenant
Landlord
Landlord



5. Window treatments.

No representations except those contained herein have been made on the part of Landlord with respect to the order, repair or condition of the Premises or the Building. Tenant will make no claim on account of any representations whatsoever whether made by any renting agent, broker, officer or other representative of Landlord or which may be contained in a circular, prospectus or advertisement relating to the Premises or otherwise unless the same is specifically set forth in this Lease.

36. BROKERAGE: Each of the parties represents and warrants that other than Armando Bravo and CRESA SOUTH FLORIDA which CRESA SOUTH FLORIDA shall be paid a commission equal to 4% of the total aggregate full service lease rent paid to Landlord (including any annual rent increases), there are no brokers involved in this Lease transaction with regard to the leasing of space by Landlord to Tenant or in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, and hold him harmless from all liabilities arising from any such claim, including, without limitation, any suit costs and counsel fees incurred in connection with any such claim.

37. RECORDING: Tenant shall not record this Lease without the written consent of the Landlord.

38. CONFIDENTIALITY: Landlord and Tenant hereby agree that the terms and conditions of this Lease are of a confidential nature. Tenant covenants that he will not reveal the terms, provisions or conditions under which he occupies the Premises. This clause shall be binding on the Tenant, his employees and agents who may be acting in his capacity.

39. SEVERABILITY: Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant hereto, by judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

40. LIMITATION OF LIABILITY: This section was intentionally left blank.

41. LIENS FOR IMPROVEMENTS: The interest of the Landlord/Lessor in the property covered by this Lease shall not be subject to any liens for improvements made by the Tenant/Lessee to the Premises.

42. DISPLAYS, FIXTURES, ETC.: In order to preserve the building aesthetics, no display material (e.g. signs, decorations, lettering, advertising, etc.) will be permitted on the windows of Tenant's suite. Further, installation of any displays within the suite which may be visible from the lobby and/or corridor, and/or exterior of the building, shall require written approval of the Landlord. Additionally, Landlord reserves the right to provide additional window tinting, and/or blinds, as per specifications of the Landlord and at the Landlord's expense. Landlord further reserves the right to provide additional window tinting and/or level or blinds in the lobby, if in the Landlord's judgment Tenant does not maintain office in a neat, clean and orderly fashion. Finally, all fixtures (e.g. blinds, railings, etc.) behind any interior glass is considered property of the Building and cannot be altered, modified or moved in any way.

43. RADON: Radon is a naturally occurring radioactive gas that, when accumulated in buildings in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

44. TERM LEASE YEAR DEFINITION: The Term "Lease Year" herein shall refer to the twelve month period beginning on the Lease commencement date as indicated in paragraph four (4) and ending one day prior to the anniversary of the Lease commencement date.

45. PERSONAL PROPERTY: If any personal property belonging to the Tenant remains on the Premises after the tenancy created under this Lease has terminated or expired, and the Premises have been vacated by the Tenant voluntarily, by eviction, or otherwise, then such personal property shall be conclusively presumed to have been

abandoned and Landlord shall dispose of said personal property without notice to Tenant, by sale, removal or otherwise, or to use said personal property without notice to the Tenant. Tenant does hereby waive any claims against Landlord or anyone else concerning such personal property remaining on the Premises.

46. HAZARDOUS MATERIAL: Under no circumstances will the tenant use the suite for storage of hazardous materials and corrosive, flammable fluids.

47. LANDLORD LIEN: In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein. Said lien shall be in addition to and cumulative of the Landlord's liens and other remedies provided by law.

48. TERMINATION RIGHT: Landlord has the right to assign this lease upon 60 days prior written notice to Tenant upon the sale of the Building. For purposes of this section a sale of the Building shall include the sale of 50% or more of the membership interests of the entity that owns the Building. Tenant shall have an ongoing Right to Terminate the Lease prior to the expiration date if Tenant loses funding and is unable to continue operating the Use hereunder. Additionally, Tenant's lease is governed by the Florida Legislature's 2014 Conference report on House Bill 5001, see Department of Economic Opportunity, introductory paragraph pages 290-291.

1) This Lease, and performance and obligations hereunder are subject to and contingent upon an annual appropriation by the Florida Legislature.

2) In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation or Tenant determines that the annual appropriation is insufficient to meet the requirements of the Lease, Tenant has the right to terminate the Lease upon written notice and shall have no further obligations to Landlord.

To exercise the above described right to terminate, Tenant must provide to Landlord not less than six (6) months prior written notice and payment of a termination fee equal to the sum of Landlord's unamortized commissions paid by Landlord to the respective brokers. The termination fee is due to Landlord within sixty (60) days following the date Tenant provided to Landlord notice exercising the Termination Right. The termination fee will also include the unamortized cost of the tenant improvements.

49. ENTIRE AGREEMENT: ~~This Lease and the Exhibit(s) made a part hereof constitutes the entire agreement and understanding of the parties hereto, and shall not be modified or amended except by written instrument duly executed by the parties hereto.~~

50. PARTRIOCT ACT AND HOMELAND SECURITY: Tenant and Landlord represent and warrant that neither Tenant or Landlord including their partners, members, principal stockholders and any other constituent entities) nor any person or entity that owns any direct or indirect beneficial interest in Tenant or Landlord is, or is acting directly or indirectly for or on behalf of any group, entity, or nation, named by any Executive Order of the President of the United States or the United States Treasury Department as a terrorist or other "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/t11>> or at any replacement website or other replacement official publication of such list or other person, entity, nation or transaction banned or blocked pursuant to any law, order, rule or regulation that is enforced or administered by the United States Office of Foreign Assets Control or any successor entity, agency or department (an "SDN"). Tenant and Landlord further represent and warrant that they (i) are currently in compliance with and will at all times during the Term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action

Tenant 
Landlord 
Landlord 

relating thereto; and (ii) have not used and will not use funds from illegal activities for any payment made under the Lease.

51. PARKING: Landlord has provided tenant with the second (2nd) floor parking deck for Tenant's exclusive use. Tenant's employees and visitors can access the Premises directly from the parking deck. The parking deck currently has forty-six (46) parking spaces. Tenant shall determine the number of additional parking spaces that can be created on the parking deck.

52. SIGNAGE: Tenant shall have the right to place its name and logo at the entrance of the Premises and the property lobby directory and at an exterior location to be mutually determined by Landlord and Tenants, at Landlord's cost, subject to all applicable laws, ordinances, regulations and applicable covenants.

53. PUBLIC ENTITY CRIMES CLAUSE: The Landlord complies with the Public Entity Crimes Act (287.133, Florida Statutes) and the Landlord certifies that neither it, nor any person or affiliate of Landlord has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Landlord understands and agrees that Landlord is required to inform Tenant immediately upon any change of circumstances regarding this status. The Landlord shall submit a completed Public Entity Crimes Certification to Tenant.

54. AMERICAN WITH DISABILITIES ACT (ACT): Landlord warrants that the elevators, access to the first floor lobby and five (5) designated bathrooms are in compliance with the American with Disabilities Act, and any state or local laws of similar purpose, and shall indemnify Tenant against any claim, cost or expense arising out of such warranty not being true. There are designated handicapped parking spaces on the ground floor.

55. COMPLIANCE WITH LAWS: Landlord represents and warrants that the land and property are zoned for Tenant's use as office space. Throughout the lease term(s), Landlord shall comply with all laws, building and zoning codes applicable to the land, the property or the premises. Any alterations Tenant makes to the Premises shall be in compliance with all applicable laws.

56. DISCRIMINATORY VENDORS: The Landlord shall disclose to Tenant if Landlord appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

(a) Submit a bid on a contract to provide any goods or services to a public entity;

(b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

(c) Submit bids on leases of real property to a public entity; or

(d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

[SIGNATURES ON NEXT PAGE]

Tenant 
Landlord 
Landlord 

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease in several counterparts as of the day and year first hereinbefore written, each of which counterparts shall be considered an executed original and in making proof of this Lease it shall not be necessary to produce or account for more than one counterpart.

WITNESSES:



Sol Cavallini

Print Name

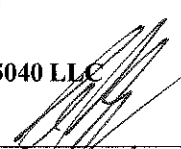
Maria A. Herrera

Maria A. Herrera

Print Name

“LANDLORD”

TMSA ALTIS 5040 LLC


By: _____ 

Title: _____ 

“LANDLORD”

TMSA ALTIS 5040 LLC

WITNESSES:




Sol Cavallini

Print Name

Maria A. Herrera

Maria A. Herrera

Print Name

By: _____ 

Title: _____ 

“TENANT”

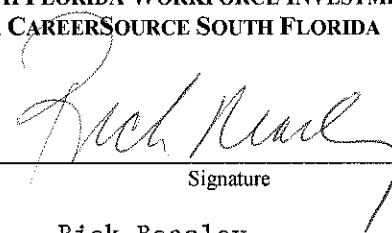
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
D/B/A CAREERSOURCE SOUTH FLORIDA

WITNESSES:



ADEA INFANTE

Print Name

By: _____ 

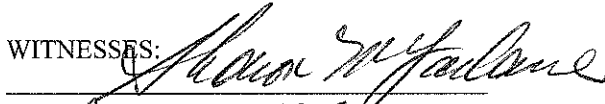
Signature

Rick Beasley

Print Name

Title:

WITNESSES:

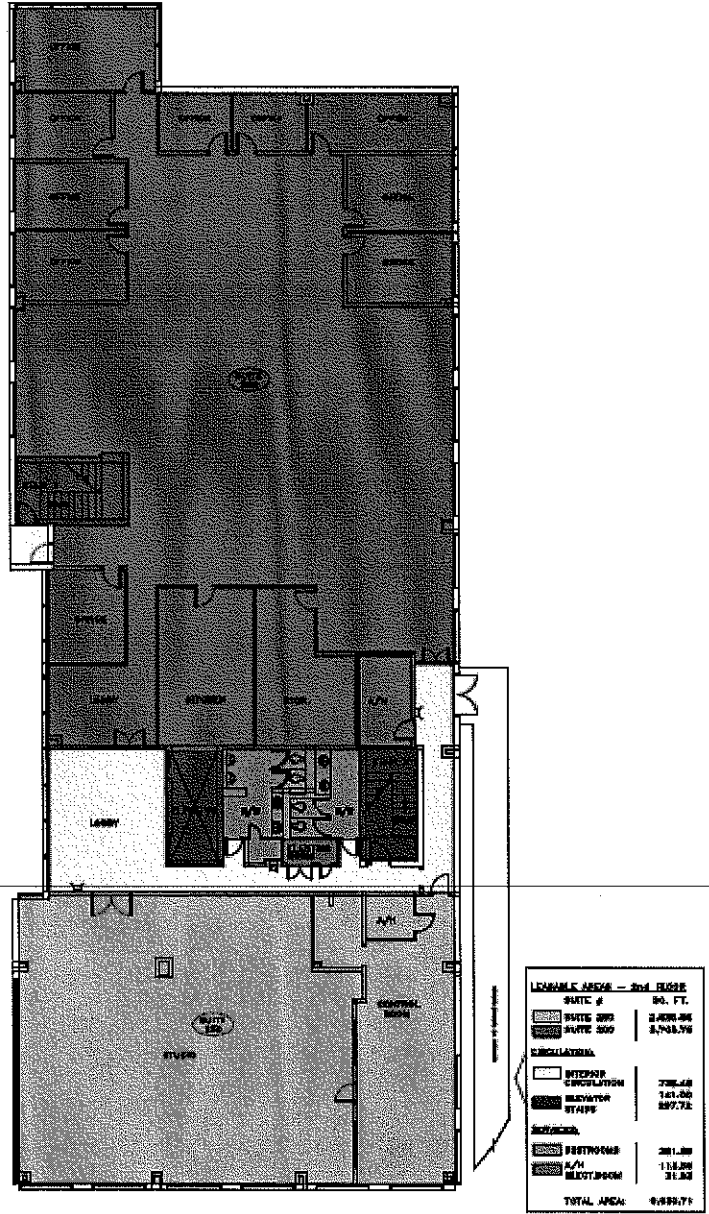


SHARON MCFARLANE

Print Name

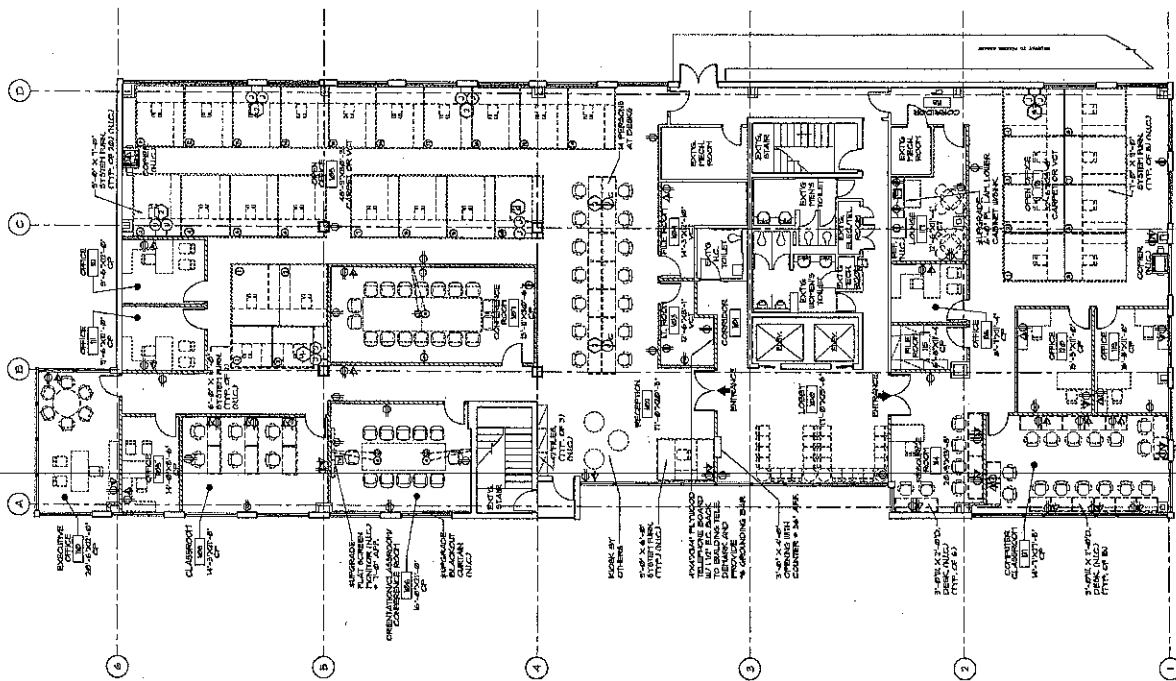
Tenant 
Landlord 
Landlord 

5040 Building
EXHIBIT A
FLOOR PLAN



2nd FLOOR PLAN
3/32" = 1'-0"

Tenant *LD*
Landlord *LD*
Landlord *John*



FLOOR PLAN - 2nd Floor
 SCALE: 1/8" = 1'-0"

Approved on 9/12/14

9/12/14
Handwritten signature
 9/18/14

Exhibit A-2
Building Standard Interiors

Building Standard Interiors
5040 BUILDING

GENERAL NOTES:

1. Specifications are intended to denote quality only; the manufacturer or provider of the items is at the sole discretion of the Lessor.
2. Any changes, additions, deletions or substitutions must be approved by Lessor and any increased costs associated with same shall be a Tenant cost. No exchanges or credits will be given for quantities requested that are less than those provided by the Lessor.
3. Where ratios are given, the standard practice will be to round "up" from 1/4 greater, and round "down" for less than 1/4.
4. Any Non-Building Standard items requested by Tenant must be approved by Lessor and must meet minimum state and local codes.

OFFICE SPACE IMPROVEMENTS:

A. Partitions

1. Demising Partitions are those walls that separate the office portion of the Tenant's premises from other Tenant premises. These walls shall be one-hour fire rated consisting of 3 5/8" - 20 gauge metal studs at 24" on center with 5/8" type "X" Gypsum wall board on each side to underside of deck, taped, speckled and painted with two (2) coats minimum, as required to cover. Building standard provides for up to 120 lineal feet (l.f.) of Demising Partitions for each Premise with one-half of the cost of such Demising Partitions, existing or new, as a Tenant cost.
2. Interior Partitions are those walls located inside the office premises. These walls shall be 3 5/8" - 24 gauge metal studs 24" on center with 5/8" wall board on each side, taped, speckled and painted with two (2) coats minimum as required to cover. The height of the walls may extend 6" above the height of the finished ceiling. The amount of LF of wall is as shown in CD Architects space plan Rev #2 dated May 15, 2014.

B. Wall Finishes

1. All walls shall be painted with two (2) coats flat finish latex paint as required to cover. Colors to be selected by Tenant from building standard color chart. One (1) color.
2. Vinyl Base shall be standard 4" cove vinyl wall base, color to be selected by Tenant from building standard.

C. Floor Covering

1. General office areas shall be 26 oz. texture nylon loop carpet glued down to existing concrete floor slab or Vinyl Composition Tile (VCT) 12" x 12" as selected from building standard.
2. Storage, telephone and lounge areas shall be Vinyl Composition Tile (VCT) 12" x 12" vinyl composition tile (VCT) selected by Tenant from building standard.

D. Door, Frames, and Hardware

1. Entrance Door and Frame - Store front and glass doors to be provided on both sides of the lobby.
2. Interior Doors and Frames - Building Standard interior doors are 5' x 7'0" wood prefinished doors (standard doors), prefinished solid core, knock down metal frames, wood doors.
3. Hardware - Hardware included shall be a brushed chrome finish stainless steel lever passage set by Schiage, and floor mounted doorstops for every standard interior door. Suite entry and exit doors shall contain locksets keyed to building master. Locksets are not provided for interior doors under building standard.

E. Ceiling

Entire office premises shall be 24" x 48" x 5/8" regular lay in acoustical ceiling tile (Armstrong) installed in 1" white suspended ceiling grid, approx. 8" 0" above finish floor.

F. Fire Protection and Plumbing

Sprinkler heads to be semi-concealed with a white finish. Sprinkler design to comply with minimum code requirements for standard office buildout if applicable.

G. Lighting

1. Fluorescent light fixtures shall be 2' x 4', 24 ball, parabolic fixture, Lithonia 2PM3.B-32 277-GLE/ES, with 3 lamps at 32 watts (3-F32T8), color white or approved equivalent. One (1) fixture shall be provided for every 85 feet (approximately) of office space.
2. Light switches shall be provided as needed by code. Switches shall be Leviton Single Pole or equal commercial grade, 20 amps, and color white.
3. Emergency Exit Minimum per code for minimum required entrances only (white frame wired letters).
4. Fire Alarm System is to be installed in each tenant space to comply with the National Fire Protection Code and the Florida Building Code (if applicable).

H. Electric and Communications

1. One duplex electric outlet shall be provided for every 125 square feet of office space. Outlets shall be Leviton Single Pole or equal commercial grade, 20 amps, and color white. In the case of Career Source, many of these outlets will be provided by Tenant as part of the systems furniture.
2. One telephone and one data wall outlet shall be provided for every 200 feet of office space. Outlets shall consist of a utility box with "pull string" only; Conduit shall extend 6" above acoustical ceiling. Outlet wiring and trim plates (white) shall be provided by Tenant.
3. A 2' x 2' telephone equipment "mounting board" painted the same color, as the wall shall be provided with a single duplex outlet. Includes 1" empty conduit with pull string from main

telephone board on floor to Tenant board.

4. Electrical requirements that exceed the pro rata share per use of amps, watts, or circuits designed for the premises in accordance with the base building specifications shall be a Tenant cost.

I. HVAC

Office premises shall be air conditioned through heat pumps fed by the building's cooling towers. Supply and return air grills shall be 2'x2' perforated lay in type (building standard). Fire dampers shall be provided as required per code.

EXHIBIT B

5040 Building RULES & REGULATIONS

1. **SIGNS:** No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside of the building or to any interior public area without the written consent of Landlord, and Landlord shall have the right to remove any such objectionable sign, placard, picture, advertisement, name or notice without notice to, and at the expense of Tenant.
 2. **BULLETIN BOARD:** The bulletin board or directory of the building will be provided exclusively for the display of the name and location of Tenant only, and Landlord reserves the right to exclude any other names therefrom.
 3. **LOCKS:** No additional locks and/or replacement locks shall be placed on any door without a written request to Landlord and per Landlord's written consent. Landlord requires that changes be done by Landlord at Tenant's expense and that Landlord retain a key to each lock installed for security/safety purposes.
 4. **NON-RESPONSIBILITY:** Landlord is not responsible to any tenant for the non-observance or violation of the rules and regulations by any other tenant. Tenant will attempt to ensure its visitors will adhere and follow the rules and regulations, but is not responsible to Landlord for the non-observance or violation of the rules and regulations by any visitor.
 5. **DOORS:** The doors between the premises and the corridors of the building shall at all times, except when in actual use for ingress and egress, be kept closed.
 6. **HALLS AND STAIRWAYS:** The entries, passages, stairways and elevators shall not be obstructed by tenants, or used for any purposes other than ingress or egress to and from their respective offices. Tenant shall not bring into or keep within the building any animal or vehicle.
 7. **PLUMBING:** The wash-bowls, water closets and urinals shall not be used for any purpose other than those for which they were constructed. Any stoppages within demised premises shall be corrected by Tenant at Tenant's expense.
 8. **CLOSING PRECAUTIONS:** Tenant shall see that the doors of the demised premises are closed and securely locked before leaving the building, and Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity, gas, air conditioning or heating shall likewise be carefully shut off.
 9. **MOVING FURNITURE, SAFES, ETC.:** No furniture, freight or equipment of any kind shall be brought into or removed from the building without the consent of Landlord and all moving of same, into or out of building by tenants shall be done at such times and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy property brought into the building, and also the times and manner of moving the same in and out of the building. Landlord will not be responsible for loss of or damage to any such safe or property from any cause; but all damage done to the building by moving or maintaining any such safe or property shall be repaired at the expense of Tenant.
- All deliveries, unless hand-carried, must be made in designated padded elevator for freight. Landlord reserves right to stop deliveries when elevator is needed for passenger transport.
10. **NUISANCE:** Tenant will conduct his business in such a manner to do his best to prevent his agents, employees, invitees and visitors from creating any nuisance, annoyance, disturbance or excessive noise within the building.
 11. **VIOLATION OF RULES:** Landlord reserves the right to exclude or expel from the building, any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act

in violation of the rules and regulations of the building.

12. **REQUIREMENTS OF TENANT:** The requirements of Tenant will be attended to only upon application to the management of the building. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the management of the building, and no employee will admit any person (Tenant or otherwise) to any office without specific instructions from the management of the building.

13. **ROOMS USED IN COMMON:** Rooms used in common by tenants shall be subject to such regulations as are posted therein.

14. **ENTRANCE DOORS:** Landlord reserves the right to close and keep locked all entrance and exit doors of the building during such hours as the building is not generally open for business. In such event, Landlord shall supply keys to tenants, or may employ a watchman to control entry into the building. In the event a watchman is employed, all persons entering or leaving the building during hours when it is not normally open for business may be required to sign the building register. Landlord may require that any person wishing to enter the building during such hours obtain a previously arranged pass or provide other satisfactory identification showing his right of access to the building. Landlord assumes no responsibility and shall not be liable for any damage resulting from any error in regard to any such pass or identification, or from the admission of any unauthorized person to the building.

15. **LAWS AND REGULATIONS:** Tenant will keep and maintain the demised premises in a clean and healthful condition and comply with all laws, ordinances, orders, rules and regulations (State, Federal, Municipal and other agencies or bodies having any jurisdiction thereof, including rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires), with reference to use, conditions or occupancy of the demised premises.

16. **PARKING:** Landlord will reserve and maintain the entire second floor parking deck for Tenant, its agents, employees, invitees, and visitors parking. Overnight parking shall not be permitted.

Landlord reserves the right to place stickers on, and/or tow, any violating vehicles. Tenant shall have access to the parking garage by using an access card to be supplied by the Landlord. If the access card is lost by the Tenant, Tenant shall pay a \$25.00 charge for each access card to be replaced.

17. **WIRING:** When wiring of any kind is introduced, it must be connected as directed by Landlord, and no boring or cutting for wires will be allowed except with the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the demised premises shall be prescribed by Landlord. Tenant will not, without the written consent of Landlord, connect any apparatus or device, the use of which is not usual and normal for the purposes for which the demised have been leased, which will in any way increase the amount of electricity, water or gas usually furnished or supplied to the premises, or which shall overload the circuits from which Tenant obtains electrical current.

18. **REPORTING ACCIDENTS:** Tenant shall report to Landlord any accident involving personal injury or property damage occurring within demised premises or occurring within the public areas and which is reported to Tenant. Such report to Landlord shall be made without undue delay.

19. **DRAPERY AND VENETIAN BLINDS:** Although no window coverings are permitted in the building, Landlord reserves the right to require leveler blinds of a specific color to be installed at Tenant's expense.

20. **LOSS:** Landlord will not be responsible for any lost or stolen personal property, including but not limited to equipment, machinery, money or jewelry from Tenant's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

21. **KEYS:** Upon expiration of this Lease, keys must be returned to the building manager or the leasing office and a receipt obtained by the Tenant. In the event Tenant fails to return keys, Landlord may retain \$50.00 of Tenant's security deposit for necessary locksmith work and administration.

Tenant 
Landlord 
Landlord 

22. **PETS:** No pets or animals are allowed in or around the premises and environs.

23. **FIREARMS:** Tenant and all persons entering the building under the authority of Tenant shall be prohibited from carrying firearms of any kind into the building.

Initials

 RM
Tenant

 [Signature]
Landlord

 Josee de Repontigny
Landlord

Tenant *[Signature]*
Landlord *[Signature]*
Landlord *[Signature]*